

When Recorded Return To:

D.R. Horton, Inc.  
12351 South Gateway Park Place, Suite D-100  
Draper, Utah 84020  
Attention: Krisel Travis

**SECOND AMENDMENT TO THE DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
WESTERN ACRES TOWNHOMES**

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTERN ACRES TOWNHOMES (this “**Second Amendment**”) is made as of April 23, 2024, by D.R. HORTON, INC., a Delaware corporation (“**Horton**”), with reference to the following:

RECITALS

A. On October 26, 2022, GRNOBL Western Acres, LLC, a Utah limited liability company (“**GRNOBL**”), caused to be recorded as Entry No. 581596 in the official records of the Office of the Recorder of Tooele County, Utah (the “**Official Records**”), that certain Declaration of Covenants, Conditions and Restrictions for Western Acres Townhomes (the “**Original Declaration**”) pertaining to a residential unit development known as Western Acres Townhomes located in Tooele City, Tooele County, Utah.

B. On August 18, 2023, GRNOBL caused to be recorded as Entry No. 592579 in the Official Records that certain First Supplemental Declaration and Amendment to the Declaration of Covenants, Conditions and Restrictions for Western Acres Townhomes (the “**First Supplemental Declaration**”).

C. Pursuant to that certain Assignment of Declarant’s Rights for Western Acres Townhomes (the “**Assignment of Declarant’s Rights**”) between GRNOBL and Horton, which was executed by GRNOBL and by Horton, and which GRNOBL and Horton caused to be recorded on February 29, 2024 in the Official Records as Entry No. 599607, GRNOBL assigned to Horton all right, title and interest of GRNOBL as the Declarant arising under the Original Declaration, as supplemented and amended. As a result of the Assignment of Declarant’s Rights, Horton shall be deemed to be the “**Declarant**,” as such term is defined in the Original Declaration, as hereinafter set forth.

D. The Original Declaration, as previously supplemented and amended, pertains to and affects that certain real property located in Tooele County, Utah, which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “**Property**”).

E. Section 3.32(b) of the Original Declaration provides that Declarant shall have the right to amend unilaterally the Original Declaration during the Class B Control Period.

F. Declarant is executing and delivering this Second Amendment for the purpose of amending the Original Declaration, as hereinafter set forth.

## SECOND AMENDMENT

NOW, THEREFORE, for the reasons recited above, Declarant hereby declares as follows:

1. Defined Terms. All defined terms as used in this Second Amendment shall have the same meanings as those set forth in the Original Declaration, as previously supplemented and amended, unless otherwise defined in this Second Amendment.

2. Amendment of Section 1.16 of the Original Declaration. Section 1.16 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

1.16 Common Area and Common Areas shall mean and refer to all real property described and identified on a specific Plat as Common Area or Common Areas in which the Association owns an interest for the common use and benefit of some or all of the Owners of the Lots or Units identified on such Plat, their successors, assigns, tenants, families, guests and invitees, including, but not limited to, the following items:

(a) The real property and interests in real property subjected to the terms of this Declaration, including the entirety of the land and all Improvements constructed thereon, except for and specifically excluding therefrom the individual Lots and Units;

(b) All Common Areas designated as such on the Plat;

(c) All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Units identified on a specific Plat and intended for the common use of all Owners of the Units identified on such Plat, including without limitation utility services such as telephone, electricity, natural gas, water and sewer;

(d) The outdoor grounds, detention basins, landscaping, street lighting, perimeter and preservation fences, sidewalks, trails, walking paths, parking spaces, private streets and allies identified on such Plat;

(e) All portions of the Project identified on a specific Plat that is not specifically included within the individual Units identified on such Plat; and

(f) All other parts of the Project identified on a specific Plat that is normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the land owned by the Association for the common benefit of the Owner of the Units identified on such Plat.

(g) Pursuant to Section 57-8a-102(15)(a)(ii)(B) of the Utah Code, the exterior boundaries of a Unit owned by an Owner within the Project shall be the exterior footprint or exterior boundary of the Unit on the ground level of such Unit, even if the exterior footprint or exterior boundary of a second or third level of such Unit may be shown on the Plat to extend outward beyond the exterior footprint or exterior boundary of the ground level of such Unit. To the extent that the exterior footprint or exterior boundary of a second or third level of a Unit extends outward beyond the exterior footprint or exterior boundary of the ground level of such Unit, such portions of and beneath such upper levels of such Unit shall be deemed to be Common Areas within the exterior air space appurtenant to such Unit, which Common Areas are perpetually designated as Limited Common Areas for the exclusive use of the Owner of such Unit. The Limited Common Areas appurtenant to a Unit and designated for the exclusive use of the Owner of a Unit shall also include the exterior walkways, driveways, stairs, porches, patios, balconies, decks and landscaped areas adjacent to the ground level or upper levels of such Unit and which may be designated on the Plat or otherwise designated in writing from time to time by the Association as Limited Common Areas for the exclusive use of the Owner of such Unit.

3. Amendment of Section 1.33 of the Original Declaration. Section 1.33 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

1.33 Limited Common Areas shall mean and refer to those portions of the Common Areas which are specifically designated on a specific Plat as "Limited Common Area" and which are thereby allocated for the exclusive use of one or more Units but fewer than all of the Units identified on such Plat. Pursuant to Section 57-8a-102(15)(a)(ii)(B) of the Utah Code, the exterior boundaries of a Unit owned by an Owner within the Project shall be the exterior footprint or exterior boundary of the Unit on the ground level of such Unit, even if the exterior footprint or exterior boundary of a second or third level of such Unit may be shown on the Plat to extend outward beyond the exterior footprint or exterior boundary of the ground level of such Unit. To the extent that the exterior footprint or exterior boundary of a second or third level of a Unit extends outward beyond the exterior

footprint or exterior boundary of the ground level of such Unit, such portions of and beneath such upper levels of such Unit shall be deemed to be Common Areas within the exterior air space appurtenant to such Unit, which Common Areas are perpetually designated as Limited Common Areas for the exclusive use of the Owner of such Unit. The Limited Common Areas appurtenant to a Unit and designated for the exclusive use of the Owner of a Unit shall also include the exterior walkways, driveways, stairs, porches, patios, balconies, decks and landscaped areas adjacent to the ground level or upper levels of such Unit and which may be designated on the Plat or otherwise designated in writing from time to time by the Association as Limited Common Areas for the exclusive use of the Owner of such Unit. Limited Common Areas shall include any window well for a Dwelling Unit that is located outside the boundary of a Lot and within a Common Area.

4. New Section 1.60 Added to the Original Declaration. The Original Declaration is hereby amended to add a new Section 1.60, which shall read as follows:

1.60 Neighboring Property shall mean any street within the Project (including annexed property) that is adjacent to the specific Lot or Unit in reference.

5. New Section 1.61 Added to the Original Declaration. The Original Declaration is hereby amended to add a new Section 1.61, which shall read as follows:

1.61 Visible From Neighboring Property shall mean, with respect to any object located on a Lot, that such object is or would be fully visible or unobscured from any street adjacent to the Lot on which the specific object is located.

6. Amendment of Section 3.5(f)(4) of the Original Declaration. Section 3.5(f)(4) of the Original Declaration is hereby amended and restated in its entirety to read as follows:

(4) Trash Containers and Collection. No garbage, recycling or trash shall be placed or kept on any Lot or Unit except in covered containers of a type, size and style as issued by the municipality in which the Project is located or by the Association or as otherwise approved by the Board. In no event shall such containers be maintained so as to be Visible From Neighboring Property, except to make the same available for collection within a 24-hour period. Notwithstanding any other provision or restriction to the contrary set forth in this Declaration, on a Lot where the garage is located on the rearward side of the Dwelling Unit, a maximum of two containers may be kept or stored immediately adjacent to the garage for such Dwelling Unit within the Limited Common Area that has been allocated for the exclusive use of such Dwelling Unit. All rubbish, recycling, trash and garbage shall be removed from the Lots and Units and

shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot or Unit.

7. Amendment of Section 3.5(f)(16) of the Original Declaration. Section 3.5(f)(16) of the Original Declaration, as previously amended, is hereby amended and restated in its entirety to read as follows:

(16) Business Activities. The Property within the Project shall not be used for any Business and/or Trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or Permanent Resident may conduct business activities within a Unit so long as: (a) the Owner or Permanent Resident obtains all necessary licenses and permits; (b) the activity conforms to applicable laws, including all zoning requirements for the Project; (c) the Business and/or Trade activity does not involve door-to-door solicitation of residents of the Project; (d) the activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Owners or Permanent Residents of the Project, as may be determined in the sole discretion of the Board; and (e) the Owner or Permanent Resident obtains the prior written consent of the Board. This Section 3.5(f)(16) shall not apply to any activity conducted by Declarant with respect to its development and sale of the Lots and Units or its use of any Lots or Units which it owns within the Project. Notwithstanding the above, except for the nightly rental of a residence, the leasing of a residence shall not be considered a Business and/or Trade within the meaning of this Section 3.5(f)(16). For purposes of this Declaration, the nightly rental of a residence shall be considered a Business and/or Trade within the meaning of this Section 3.5(f)(16). The nightly rental of a residence within the Project shall only be permitted if: (a) the terms and conditions for the use of such residence for nightly rental purposes complies with all of the City's ordinances, restrictions and regulations pertaining to the permitted and authorized nightly rental of a dwelling within the City, and (b) the Board approves the use of such residence for nightly rental purposes, which approval may be revoked by the Board at any time in the Board's sole discretion.

8. Limited Common Area Designation. Pursuant to Section 1.16 and Section 1.33 of the Declaration, the Association has the authority to designate certain portions of Common Areas of the Project, as identified on the Plat for the Project, as Limited Common Areas for the exclusive use of the Owner of a particular Unit. The Plat for Western Acres Townhomes Phase 2A (the "**Phase 2A Plat**"), which was recorded in the Office of the Recorder of Toole County, Utah, contains the following Note: "SOME PARKING STALLS HAVE BEEN DESIGNATED AS LIMITED COMMON AND ARE ASSOCIATED WITH SPECIFIC UNIT NUMBERS TO BE RESERVED FOR THEIR RESPECTIVE UNIT'S USE." Pursuant to the authority granted to the Association in Section 1.16 and 1.33 of the Declaration, the Association hereby declares and designates that the parking stalls identified and labeled with specific numbers on the Phase 2A Plat are hereby designated as Limited Common Areas for those specific Units which are more


particularly described in Exhibit "B" attached hereto and incorporated herein by this reference (the "Designated Units"). Each such numbered parking stall identified on the Phase 2A Plat is hereby designated for the exclusive use of the Owner of the specified Designated Unit within the Project, as set forth in Exhibit "C" attached hereto and incorporated herein by this reference. The Designation of a specific parking stall as Limited Common Area for the exclusive use of the Owner of a specific Designated Unit, as set forth in Exhibit "C" attached hereto, shall be perpetual and shall run with the land. Such designation shall not be altered or amended without the written consent and approval of the Association and of the Owner of the Designated Unit for which a specific parking stall has been designated as Limited Common Area for the exclusive use of the Owner of such Designated Unit

9. No Other Changes. Except as amended by the provisions of this Second Amendment, the Original Declaration, as previously supplemented and amended, shall remain unmodified and in full force and effect. The Original Declaration, as previously supplemented and amended, and as amended by this Second Amendment, shall collectively be referred to as the "Declaration."

IN WITNESS WHEREOF, Declarant has caused this Second Amendment to be executed by a person duly authorized to execute the same.


**DECLARANT:**

D.R. HORTON, INC.,  
a Delaware corporation

By:   
Name: Adam B. Lopez  
Title: Vice President

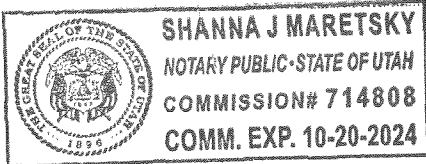
**THE ASSOCIATION:**

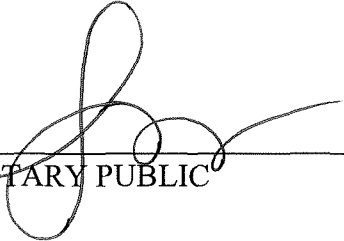
WESTERN ACRES OWNERS  
ASSOCIATION, a Utah nonprofit corporation

By:   
Name: Krisel Travis  
Title: President

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

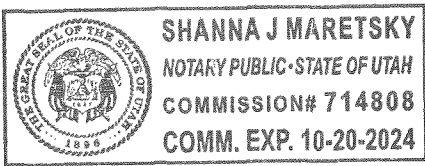
The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of April, 2024, by Adam Loser, in such person's capacity as the Vice President of D.R. Horton, Inc., a Delaware corporation.

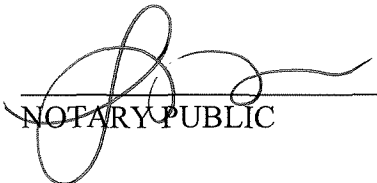


  
\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of April, 2024, by Krisel Travis, in such person's capacity as the President of Western Acres Owners Association, a Utah nonprofit corporation.



  
\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A  
TO  
SECOND AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
WESTERN ACRES TOWNHOMES**

---

**Legal Description of the Property**

The Property consists of that certain real property located in Tooele County, Utah more particularly described as follows:

**Western Acres Phase 1**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 89°44'13" EAST ALONG THE SECTION LINE, 578.28 FEET FROM THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG THE SECTION LINE, NORTH 89°44'13" EAST 570.50 FEET; THENCE SOUTH 775.73 FEET; THENCE SOUTHWESTERLY 306.35 FEET ALONG THE ARC OF A 462.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 18°59'47" WEST 300.77 FEET); THENCE SOUTH 37°59'34" WEST 263.92 FEET; THENCE NORTH 52°00'26" WEST 8.00 FEET; THENCE NORTHWESTERLY 46.34 FEET ALONG THE ARC OF A 29.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 07°00'26" WEST 41.72 FEET); THENCE NORTH 52°00'26" WEST 264.63 FEET; THENCE NORTHWESTERLY 20.91 FEET ALONG THE ARC OF A 225.50 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 49°21'05" WEST 20.90 FEET); THENCE NORTHWESTERLY 4.00 FEET ALONG THE ARC OF A 34.00 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 50°03'57" WEST 4.00 FEET); THENCE NORTH 50°03'57" WEST 78.46 FEET; THENCE NORTH 52°00'26" WEST 153.67 FEET; THENCE NORTH 37°59'34" EAST 105.30 FEET; THENCE SOUTHEASTERLY 18.69 FEET ALONG THE ARC OF A 225.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 81°13'39" EAST 18.69 FEET); THENCE SOUTHEASTERLY 49.61 FEET ALONG THE ARC OF A 34.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 41°48'05" EAST 45.33 FEET); THENCE SOUTH 00°00'01" EAST 29.78 FEET; THENCE SOUTHEASTERLY 103.11 FEET ALONG THE ARC OF A 225.50 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 13°05'57" EAST 102.21 FEET); THENCE NORTH 51°26'26" EAST 164.36 FEET; THENCE NORTHEASTERLY 134.22 FEET ALONG THE ARC OF A 149.50 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 25°43'13" EAST 129.76 FEET); THENCE NORTH 00°00'01" WEST 431.85 FEET; THENCE SOUTH 89°59'59" WEST 18.00 FEET; THENCE NORTH 00°00'01" WEST 72.00 FEET; THENCE NORTH 89°59'59" EAST 18.00 FEET; THENCE NORTH 00°00'01" WEST 10.00 FEET; THENCE NORTHWESTERLY 64.78 FEET ALONG THE ARC OF A 34.00 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 54°34'54" WEST 55.42 FEET); THENCE SOUTHWESTERLY 239.60 FEET ALONG THE ARC OF A 1069.00 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 64°24'57" WEST 239.10 FEET); THENCE NORTH 32°00'19" WEST 51.00 FEET; THENCE SOUTHWESTERLY 116.65 FEET ALONG THE ARC OF A 1120.00 FOOT RADIUS NON-



TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 55°00'39" WEST 116.60 FEET); THENCE NORTH 39°15'07" WEST 112.95 FEET; THENCE NORTH 43°58'38" EAST 350.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.49 ACRES, MORE OR LESS.

### **Western Acres Phase 2A**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 15 AND THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 00°01'31" EAST ALONG THE SECTION LINE, 664.44 FEET AND WEST 65.74 FEET FROM THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 43°58'38" EAST 576.59 FEET TO A POINT ON THE BOUNDARY OF WESTERN ACRES TOWNHOMES PHASE 1 ON FILE WITH THE TOOELE COUNTY RECORDER AS ENTRY # 556418; THENCE ALONG SAID BOUNDARY THE FOLLOWING TWENTY-TWO (22) COURSES: 1) SOUTH 39°15'07" EAST 112.95 FEET; 2) NORTHEASTERLY 116.65 FEET ALONG THE ARC OF A 1120.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 55°00'39" EAST 116.60 FEET); 3) SOUTH 32°00'19" EAST 51.00 FEET; 4) NORTHEASTERLY 239.60 FEET ALONG THE ARC OF A 1069.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 64°24'57" EAST 239.10 FEET); 5) SOUTHEASTERLY 64.78 FEET ALONG THE ARC OF A 34.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT (CHORD BEARS SOUTH 54°34'54" EAST 55.42 FEET); 6) SOUTH 00°00'01" EAST 10.00 FEET; 7) SOUTH 89°59'59" WEST 18.00 FEET; 8) SOUTH 00°00'01" EAST 72.00 FEET; 9) NORTH 89°59'59" EAST 18.00 FEET; 10) SOUTH 00°00'01" EAST 431.85 FEET; 11) SOUTHWESTERLY 134.22 FEET ALONG THE ARC OF A 149.50 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 25°43'13" WEST 129.76 FEET); 12) SOUTH 51°26'26" WEST 164.36 FEET; 13) NORTHWESTERLY 103.11 FEET ALONG THE ARC OF A 225.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 13°05'57" WEST 102.21 FEET); 14) NORTH 00°00'01" WEST 29.78 FEET; 15) 49.61 FEET ALONG THE ARC OF A 34.00 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 41°48'05" WEST 45.33 FEET); 16) NORTHWESTERLY 18.69 FEET ALONG THE ARC OF A 225.50 FOOT RADIUS REVERSE CURVE TO THE RIGHT (CHORD BEARS NORTH 81°13'39" WEST 18.69 FEET); 17) SOUTH 37°59'34" WEST 105.30 FEET; 18) SOUTH 52°00'26" EAST 153.67 FEET; 19) SOUTH 50°03'57" EAST 78.46 FEET; 20) SOUTHEASTERLY 4.00 FEET ALONG THE ARC OF A 34.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 50°03'57" EAST 4.00 FEET); 21) SOUTHEASTERLY 20.91 FEET ALONG THE ARC OF A 225.50 FOOT RADIUS REVERSE CURVE TO THE LEFT (CHORD BEARS SOUTH 49°21'05" EAST 20.90 FEET); 22) SOUTH 52°00'26" EAST 236.13 FEET; THENCE SOUTHWESTERLY 53.41 FEET ALONG THE ARC OF A 34.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 82°59'34" WEST 48.08 FEET); THENCE SOUTH 37°59'34" WEST 102.23 FEET; THENCE NORTH 52°00'35" WEST 125.52 FEET; THENCE NORTH 02°37'24" EAST 62.60 FEET; THENCE NORTH 87°17'11" WEST 79.23 FEET; THENCE SOUTH 02°09'54" WEST 80.91 FEET; THENCE NORTH 87°50'06" WEST 51.00 FEET; THENCE NORTH 02°09'54" EAST 121.33 FEET; THENCE NORTHEASTERLY 107.05 FEET ALONG THE ARC OF A 125.50 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 26°36'09" EAST 103.84 FEET) TO A POINT ON THE SOUTHERLY EASEMENT LINE OF AN EXISTING GASLINE EASEMENT IN FAVOR OF MOUNTAIN FUEL SUPPLY COMPANY, ON FILE WITH THE TOOELE COUNTY RECORDER AS

ENTRY 292544 IN BOOK 100, AT PAGE 249; THENCE NORTH 52°00'26" WEST ALONG SAID EASEMENT A DISTANCE OF 220.79 FEET TO A POINT ON THE PROLONGATION OF THE NORTH BOUNDARY OF OVERPASS POINT SUBDIVISION, ON FILE WITH THE TOOELE COUNTY RECORDER AS ENTRY # 112891 IN BOOK 510 NUMBER 620; THENCE NORTH 65°42'44" WEST ALONG SAID OVERPASS POINT SUBDIVISION AND A PROLONGATION THEREOF A DISTANCE OF 501.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.196 ACRES, MORE OR LESS.

Tax Identification Numbers:

22-051-0-1001 through 22-051-0-1130, inclusive

23-024-0-1131 through 23-024-0-1251, inclusive

**EXHIBIT B  
TO  
SECOND AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
WESTERN ACRES TOWNHOMES**

---

**Legal Description of the Designated Units**

The Designated Units consist of those certain Townhome Units within the Western Acres Townhomes located in Tooele County, Utah, which are more particularly described as follows:

LOTS 1135 THROUGH 1158, INCLUSIVE, LOTS 1242 THROUGH 1251,  
INCLUSIVE, AND ALL COMMON AREAS, LIMITED COMMON AREAS  
AND PRIVATE STREETS AS DESIGNATED ON THE RECORDED PLAT OF  
WESTERN ACRES TOWNHOMES PHASE 2A, INCLUSIVE.

Tax Identification Numbers of the Designated Units:

23-024-0-1135 through 23-024-0-1158 and 23-024-0-1242 through 23-024-0-1251, inclusive.

**EXHIBIT C  
TO  
SECOND AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
WESTERN ACRES TOWNHOMES**

---

**List of Designated Units and the Respective Parking Stalls Designated as  
Limited Common Area for the Exclusive Use of Such Units**

<b>Western Acres Townhomes Phase 2A Designated Unit Number</b>	<b>Parking Stall Number Identified on the Phase 2A Plat</b>
1135	LC 1135
1136	LC 1136
1137	LC 1137
1138	LC 1138
1139	LC 1139
1140	LC 1140
1141	LC 1141
1142	LC 1142
1143	LC 1143
1144	LC 1144
1145	LC 1145
1146	LC 1146
1147	LC 1147
1148	LC 1148
1149	LC 1149
1150	LC 1150
1151	LC 1151
1152	LC 1152
1153	LC 1153
1154	LC 1154
1155	LC 1155
1156	LC 1156
1157	LC 1157
1158	LC 1158
1242	LC 1242
1243	LC 1243
1244	LC 1244
1245	LC 1245
1246	LC 1246

**Western Acres Townhomes  
Phase 2A  
Designated Unit Number**

**Parking Stall Number  
Identified on the  
Phase 2A Plat**

---

1247	LC 1247
1248	LC 1248
1249	LC 1249
1250	LC 1250
1251	LC 1251